

COOPERATION AGREEMENT

This Cooperation Agreement is entered into this 1st day of May, 2014 by and between Public Library of the City of St. Louis (hereinafter "Library") and the Public Facilities Protection Corporation (hereinafter "PFPC") of the City of St. Louis on behalf of the City of St. Louis (hereinafter "City").

WITNESSETH:

WHEREAS, the City has established PFPC as an independent corporation formed for the purpose of establishing a common fund to provide general liability and workers' compensation protection to the City, its agencies and other public entities operating within the City; and

WHEREAS, the Library could retain workers' compensation insurance with private insurers;

WHEREAS, the cost of retaining such insurance through private insurers has become prohibitive; and

WHEREAS, PFPC has offered the Library the opportunity to participate in its self-insurance fund.

NOW, THEREFORE, in consideration of the mutual benefits flowing each to the other the parties do agree to the following:

1. The Library shall participate in PFPC's self-insurance fund for a term of one (1) year at a cost of \$60,000.00 payable as follows: \$30,000.00 upon execution of this Agreement and \$30,000.00 on July 30, 2014.

2. PFPC shall indemnify the Library and its Board for all workers' compensation claims occurring May 1, 2014 through April 30, 2015.

3. The Library shall refer all workers' compensation claims made to the City Counselor's Office, City of St. Louis, to the attention of: Nancy R. Kistler, President, Public Facilities Protection Corporation. The City Counselor's Office or its designee shall represent the Library in all such claims.

4. PFPC agrees to defend the Library from all workers' compensation claims against the Library and to make payment of such sums as are required by the Workers' Compensation Statute. Beginning May, 2014, and continuing every month for the term of this Agreement, PFPC shall, through its Third Party Administrator CCMSI, provide the Library with a loss report listing all claims made against the Library indicating claims paid, reserved, or settled. After the expiration of this Agreement, PFPC shall provide reports on a bi-monthly basis until all claims have been settled or closed.

5. All notices required by this Agreement shall be sent or given to:

For The Library:

Barry Berry
Manager Personnel Services
1301 Olive Street
St. Louis, MO 63103
(314) 539-0308

For the Public Facilities Protection Corporation:

Nancy R. Kistler, President
Public Facilities Protection Corporation
City Hall, Room 314
1200 Market Street
St. Louis, MO 63103

6. On or about ninety (90) days prior to the expiration of this Agreement, the Library shall notify PFPC in writing of its intent to renew this Agreement for an additional year. PFPC shall advise the Library within thirty (30) days of receipt of said notification whether such is acceptable.

7. Either party may terminate this Agreement with or without cause on sixty (60) days written notice.

8. This Agreement shall be construed under the laws of the State of Missouri.

9. PFPC agrees to comply with all relevant laws pertaining to workers' compensation.

10. This is the entire Agreement and no amendment nor modification may be made unless in writing and signed by the parties hereto.

PUBLIC LIBRARY OF THE CITY OF
ST. LOUIS

ATTEST:

By:




Secretary

PUBLIC FACILITIES PROTECTION
CORPORATION

ATTEST:

By:


Nancy R. Kistler, President